

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

TRANSCRIPT OF RECORD.

Court of Appeals, District of Columbia

OCTOBER TERM, 1902.

No. 1261.

190

No. 24, SPECIAL CALENDAR.

HENRY A. WILLARD, APPELLANT,

vs.

HARRISON CROOK, WILKINS AND COMPANY, A CORPORATION,
AND WALTER P. WILKINS.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED NOVEMBER 25, 1902.

COURT OF APPEALS OF THE DISTRICT OF COLUMBIA.

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No. 1261.

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In the Court of Appeals of the District of Columbia.

HENRY A. WILLARD, Appellant,
vs.
HARRISON CROOK, WILKINS AND COMPANY, a Corporation,
and Walter P. Wilkins. } No. 1261.

a Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,
vs.
HARRISON CROOK, THE STANDARD BUTTER-
ine Company, a Corporation; Wilkins and
Company, a Corporation, and Walter P.
Wilkins, Defendants. } No. 45505. At Law.

UNITED STATES OF AMERICA, } ss :
District of Columbia,

Be it remembered, that in the supreme court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above-entitled cause, to wit:—

1 *Declaration, &c.*

Filed July 3, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,
vs.
HARRISON CROOK, THE STANDARD BUTTERINE
Company, a Corporation; Wilkins and Com-
pany, a Corporation, and Walter P. Wilkins,
Defendants. } At Law. No. 45505.

The plaintiff, Henry A. Willard, sues the defendants, Harrison Crook, The Standard Butterine Company, a corporation, Wilkins & Company, a corporation, and Walter P. Wilkins, for money payable by the defendants to the plaintiff, for that the defendant, Harrison Crook, on the 27th day of March, 1902, by his promissory note now overdue, promised to pay to the order of the defendant, The Standard Butterine Company, six thousand dollars (\$6,000.00) three (3) months after date, at the Lincoln national bank, with interest

at the rate of six (6) per cent. per annum, until paid, and the said payee, The Standard Butterine Company, by its assistant treasurer Thomas I. Donnelly, and Walter P. Wilkins, its president, endorsed the said note to the defendant, Wilkins & Company, who, by Walter P. Wilkins, its president, endorsed the same to the defendant, Walter P. Wilkins, who endorsed it to the plaintiff, and the said note was at maturity duly presented for payment and was dishonored and protested, whereof all of said endorsers each had due notice, but the said defendants did not, nor did either of them, pay the same.

2 That plaintiff is the present owner and holder of said note; plaintiff claims the sum of six thousand dollars (\$6,000.00), with interest at the rate of six (6) per cent. per annum, from the 27th day of March, 1902, besides costs of protest, two dollars and twenty-three cents (\$2.23) and costs of suit, according to bill of particulars hereto annexed.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

The defendant is to plead hereto on or before the twentieth day, exclusive of Sundays and legal holidays, occurring after the day of the service hereof; otherwise judgment.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

Endorsed: Leave to sue the Standard Butterine Company is hereby granted. E. F. Bingham, chief justice.

3 *Particulars of Demand.*

Note sued on.

Filed August 11, 1902.

\$6,000.90.

WASHINGTON, D. C., *M'ch* 27th, 1902.

Three months after date I promise to pay to the order of the Standard Butterine Co. six thousand dollars at the Lincoln nat'l bank value received, with interest at the rate of six per cent. per annum until paid.

HARRISON CROOK,
15th & L N. W.

No. —. Due —.

Endorsed: 3842. Harrison Crook. \$6,000.90. June 27, 1902. Lincoln. Standard Butterine Company. Thomas I. Donnelly, ass't treas. Walter P. Wilkins, pres't. Wilkins & Company. Walter P. Wilkins, pres't. Walter P. Wilkins. For deposit in the National Metropolitan bank. (Stamp: For collection for account of H. A. Willard.)

4

Filed August 11, 1902.

Endorsed: 3842. Standard Butterine Company; Thomas I. Donnelly, ass't treas; Walter P. Wilkins, pres't; Wilkins & Company;

Walter P. Wilkins, pres't; Walter P. Wilkins. For deposit in the National Metropolitan bank for collection for account of H. A. Willard. \$6,000.90. Washington, D. C., M'ch 27th, 1902. Three months after date I promise to pay to the order of the Standard Butterine Co. six thousand dollars at the Lincoln nat'l bank, value received, with interest at the rate of six per cent. per annum until paid. Harrison Crook, 15 & L N. W. No. —. Due —.

UNITED STATES OF AMERICA, }
District of Columbia, } To wit :

Be it known, that on the twenty-seventh day of June, in the year nineteen hundred and two, I, Alfred B. Briggs, notary public, residing in the said District, duly commissioned and sworn, at the request of the National Metropolitan Bank of Washington, presented the original note hereto attached at the Lincoln National Bank of Washington, D. C. and demanded payment thereof, whereunto I was answered by a teller,

" Not good "

Therefore, I, the said notary, at the request aforesaid, have protested, and by these presents do solemnly protest, against the maker and endorsers of the said note and all others whom it may or doth concern, for all costs, exchange, charges, damages, and interest suffered and to be suffered for want of payment thereof. And on the same day I mailed notice of protest to each endorser, viz :

Notice for Standard Butterine Co.: Directed to —
Do. Thos. I. Donnelly, ass't treas. do. Langdon, D. C.

5

Notice for Walter P. Wilkins, pres't, directed to Langdon, D. C. .
Do. Wilkins & Co. do. # 208 9th St. N. W.
Do. Walter P. Wilkins, pres't, do. Washington, D. C.
Do. . Walter P. Wilkins do. # 208 9th St. N. W.
Do. H. A. Willard do. Washington, D. C.
do. # 1416 F St. N. W.
do. Washington, D. C.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal of office the day and year aforesaid.

Protesting.....	\$1.75
Notices.....	.40
Postage.....	.08
	<hr/>
	2.23

Recorded, Book G / 2, page 88.

[SEAL.]

ALFRED B. BRIGGS,
Notary Public.

Particulars of Demand.

Filed July 3, 1902.

\$6,000.00.

WASHINGTON, D. C., *M'ch 27th*, 1902.

Three months after date I promise to pay to the order of the Standard Butterine Co., six thousand dollars at the Lincoln nat'l bank, value received, with interest at six per cent. per annum until paid.

HARRISON CROOK,
15 & L N. W.

No. —. Due —.

[On the margin :] Secured by deed of trust.

Endorsed : Standard Butterine Company ; Thomas I. Donnelly, ass't treas. ; Walter P. Wilkins, pres't ; Wilkins & Company ; Walter P. Wilkins, pres't ; Walter P. Wilkins, H. A. Willard. Costs of protest of note, \$2.23.

DISTRICT OF COLUMBIA, ss :

Personally appeared Henry A. Willard, who being first duly sworn, upon his oath deposes and says that he is the plaintiff named in the foregoing annexed declaration, wherein Harrison Crook, the Standard Butterine Company, a corporation, Wilkins & Company, a corporation and Walter P. Wilkins are named as defendants ; that said declaration and the particulars of demand hereto annexed are referred to and made part of this affidavit ; that plaintiff is the present owner and holder of the promissory note sued upon in said declaration, and his cause of action against the defendants and each of them is based thereon ; that the defendant, Harrison Crook, by his promissory note, bearing date the 27th day of March, 1902, and now overdue, promised to pay to the order of the Standard Butterine Company, three (3) months after date, at the Lincoln national bank the sum of six thousand dollars (\$6,000.00), with interest thereon at the rate of six (6) per cent. per annum until paid ; that said defendant, The Standard Butterine Company, a corporation, did, by its assistant treasurer, Thomas I. Donnelly, and Walter P. Wilkins its president, endorse the same to the defendant, Wilkins & Company, that said defendant, Wilkins & Company, by Walter P. Wilkins, its president, endorsed the same to the defendant, Walter P. Wilkins, who endorsed the same to the plaintiff ; that at maturity said note was duly presented for payment at the Lincoln national bank, Washington, D. C., and was dishonored and protested, whereof all the said endorsers each had due notice on or before the next

8 business day after said maturity, but the said defendants did not, nor did either of them, pay the same, or any part thereof, and the full amount of said note and accrued interest thereon now remains due and unpaid ; that the said note came into the posses-

sion of the plaintiff for value and before maturity; that plaintiff is justly entitled to recover against the defendants and each of them the amounts sued for in his annexed declaration, to wit, the sum of six thousand dollars (\$6,000.00), with interest thereon from the 27th day of March, 1902, at the *the* rate of six (6) per cent. per annum, exclusive of all set-offs and just grounds of defense.

HENRY A. WILLARD.

Subscribed and sworn to before me this 2nd day of July, 1902.

S. M. CRAIGER,
Notary Public, D. C.

[SEAL.]

Plea, &c.

Filed July 28, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	}	At Law. No. 45505.
<i>vs.</i>		
HARRISON CROOK ET AL., Defendants.		

1. The defendant, Harrison Crook, for plea to the declaration filed in the above-entitled cause, says that he did not promise in manner and form as therein alleged.

9 2. And for further plea to the declaration filed in the above-entitled cause, the defendant, Harrison Crook, says that he is not indebted in manner and form as therein alleged.

STUART McNAMARA,
Attorney for Defendant, Harrison Crook.

Affidavit.

Filed July 28, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	}	At Law. No. 45505.
<i>vs.</i>		
HARRISON CROOK ET AL., Defendants.		

DISTRICT OF COLUMBIA, ss:

Harrison Crook, being first duly sworn, on oath deposes and says that he is one of the defendants named in the above-entitled cause; that he has a good and valid defense to said action, which said defense is as follows: That he, the said defendant, Harrison Crook, has not executed such a promissory note as is alleged to be sued upon in the said declaration filed herewith, but that the promissory note signed by him bearing date the 27th day of March, 1902, to the order of the Standard Butterine Company, three months after date, at the Lincoln national bank, for the sum of six thousand dollars (\$6,000), with interest at the rate of six per centum per annum until

paid, was not made by the said defendant in his ordinary course of business and for value, but that said defendant is simply an accom-
odation maker of said note, and there was absolutely no considera-
10 tion of any kind passing from the payee to the said accom-
odation maker, or otherwise, and the said note was made simply for the accom-odation and convenience of the payee thereon. Affiant, the said defendant, Harrison Crook, has no knowledge of whether the said note came into the hands of the plaintiff for value and before maturity, but deposes on information and belief that the said plaintiff had notice and actual knowledge that he, the said Harrison Crook, was simply an accom-odation maker, and that the paper, as far as he was concerned, was mere accom-odation paper; that the said plaintiff took, and came into possession of, the said note relying upon the endorsements and his immediate endorser; that the said plaintiff did not take the said note sued upon in the above-entitled cause in ignorance of him, the said defendant, being merely an accom-odation maker of the said note, but had actual knowledge and notice of his status thereon and relation thereto; and affiant is willing and ready, and hereby tenders himself ready and prepared to establish by appropriate proof at the trial of this cause that said defendant, the affiant hereof, is merely an accom-odation maker of said note and said plaintiff had notice and actual knowledge of said defendant being merely an accom-odation maker, and that said plaintiff had received notice of same, and did not take said paper in ignorance thereof. Affiant further says that he is advised and therefore avers, that the Standard Butterine Company, a corporation, the payee on said alleged note and the alleged endorser thereof immediately to said plaintiff herein, is absolutely without power to make, receive or endorse accom-odation paper, and that therefore the said alleged note sued
upon is a legal nullity. Affiant says that in and by its
11 charter, wherein its powers are defined, there is not express power and no implied power to be a party to such paper; that any act of said corporation purporting to be a legal negotiation of said paper was absolutely *ultra vires*, and any action or actions of its directors purporting to vest said corporation with power to become such on its paper was absolutely in conflict with the said powers defined by said charter and absolutely without legal efficacy to create the right and authority aforesaid. Affiant avers that even admitting, which he does not, that the said plaintiff was an innocent holder for value and without notice, that said plaintiff, being affected with legal notice of the powers of the Standard Butterine Company as expressed in its charter was affected with notice of the legal inhibition of said company to become or be a party on said accom-odation paper, and that having such notice of the said company's alleged mediate endorsement of said note to said plaintiff, plaintiff having notice, as aforesaid, vested no title or right in said plaintiff to recover against said defendant, but was wholly a legal nullity and gave plaintiff no right to recover thereon. Affiant denies that the said plaintiff has a good and valid action against

him, the said defendant, exclusive of all set-offs and just grounds of defense, and denies that he, the said defendant, owes the said plaintiff anything whatsoever or is indebted to him in any manner whatsoever.

HARRISON CROOK.

12 Subscribed and sworn to before me this 28th day of July,
A. D. 1902.

[SEAL.]

RUTLEDGE WILLSON,
Notary Public, D. C.

Pleas and Affidavit, &c.

Filed August 4, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	} At Law. No. 45505.
<i>vs.</i>	
HARRISON CROOK ET AL., Defendants.	

Comes now the defendant, Wilkins & Company, and for plea to the declaration, in the above-entitled cause says:

1. It did not endorse the certain promissory note in the said declaration mentioned.
2. It did not promise as alleged.
3. It is not indebted as alleged.

HENRY E. DAVIS,
Attorney for the Defendant, Wilkins & Company.

13

Filed August 4, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	} At Law. No. 45505.
<i>vs.</i>	
HARRISON CROOK ET AL., Defendants.	

Affidavit of Defense.

DISTRICT OF COLUMBIA, ss :

Before me a notary public in and for the District aforesaid personally appeared Alice E. Malone, who being by me first duly sworn deposes and says: I am the secretary of Wilkins & Company, a corporation, one of the defendants in the above-entitled cause, and the said defendant denies the right of the plaintiff to recover of it all or any part of the money claimed in the declaration, and the grounds of said defendant's defense in the premises, which are true in fact, are as follows:—The said defendant was heretofore, to wit, before the making of the said promissory note, incorporated under the general incorporation laws of the District of Columbia as a mercantile

corporation for the business of dealing in eggs and butter and kindred products, and at the time of the making of the said note was and now is engaged in business as such corporation. The said promissory note was made solely for the benefit of the defendant, The Standard Butterine Company, and the defendant, Wilkins & Company, had no interest therein and derived no benefit therefrom, and the endorsement of the said note by the president of the said Wilkins & Company was solely for the accom-odation of the said defendant, 14 The Standard Butterine Company, and in no sense and to no extent for the benefit of or on account of the said defendant, Wilkins & Company, and the said endorsement of the said note was beyond the power of the said defendant, Wilkins & Company, or any officer thereof, and the said defendant, Wilkins & Company, is accordingly not liable thereon or therefor.

ALICE E. MALONE.

Subscribed and sworn to before me this 2nd day of August, A. D. 1902.

[SEAL.]

MAURICE D. ROSENBERG,
Notary Public, D. C.

Pleas and Affidavit of Def't Wilkins.

Filed August 4, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	} At Law. No. 45505.
vs.	
HARRISON CROOK ET AL., Defendants.	

Comes now the defendant, Walter P. Wilkins, and for plea to the declaration in the above-entitled cause says :

1. He did not promise as alleged.
2. He is not indebted as alleged.

HENRY E. DAVIS,
Attorney for Defendant Walter P. Wilkins.

15

Filed August 4, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	} At Law. No. 45505.
vs.	
HARRISON CROOK ET AL., Defendants.	

DISTRICT OF COLUMBIA, ss :

Before me a notary public in and for the District aforesaid personally appeared Walter P. Wilkins, who being by me first duly sworn, deposes and says :

I am one of the defendants in the above-entitled cause and I deny the right of the plaintiff to recover of me all or any of the money

claimed in and by the said declaration, and my grounds of defense, which are true in fact, are as follows: The certain promissory note described in said declaration was made by the defendant Harrison Crook on the 27th day of March, A. D. 1902. At and prior to that time, the defendant, Wilkins & Company was, and now is, a corporation incorporated under the general incorporation laws of the District of Columbia for the purpose of dealing in eggs and butter and kindred products, and the said promissory note was made solely for the benefit of the defendant, The Standard Butterine Company, and the defendant, Wilkins & Company, had no interest therein and derived no benefit therefrom, and the said note was endorsed by the said Wilkins & Company solely for the accom-odation of the said defendant, The Standard Butterine Company, and in no sense and to no extent for the benefit of or on account of Wilkins & Company.

16 And neither the said defendant, Wilkins & Company, nor any officer thereof, had any power or authority to bind the said Wilkins & Company by its endorsement of the said note; wherefore the said endorsement of the said note by the said Wilkins & Company was inoperative to pass the same to me or to any subsequent endorser or holder thereof.

WALTER L. WILKINS.

Subscribed and sworn to before me this 1st day of August, A. D. 1902.

[SEAL.]

MAURICE D. ROSENBERY,
Notary Public, D. C.

Motion for Judgment.

Filed October 15, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,
vs.

HARRISON CROOK ET AL., Defendants.

} At Law. No. 45505.

Comes now the plaintiff, by his attorneys, Birney and Woodard, and moves the court for judgment against the defendant Harrison Crook, and for cause thereof the plaintiff says that the affidavit of defense, filed by the defendant Crook with his pleas to plaintiff's declaration, is insufficient in law, and the matters therein set up do not constitute a legal defense.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

17 Mr. Stuart McNamara, 416 Fifth St. N. W.

DEAR SIR: Please take notice that we shall call the above motion for hearing in circuit court No. 1 on Friday, October 17, 1902, at 10 o'clock a. m., or as soon thereafter as counsel may be heard.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

Motion for Judgment against Wilkins & Company.

Filed October 15, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	}	At Law. No. 45505.
vs.		
HARRISON CROOK ET AL., Defendants.		

Comes now here the plaintiff, by his attorneys, Birney and Woodard, and moves the court for judgment against the defendant Wilkins & Company, and for cause thereof the plaintiff says that the affidavit of defense filed by the said defendant is insufficient in law, and the matters therein set up do not constitute a legal defense.

BIRNEY & WOODARD,
Attorneys for Plaintiff

18 Henry E. Davis, Esq., attorney for defendant, Wilkins & Co.

DEAR SIR: Please take notice that we shall call the above motion for hearing in circuit court No. 1, on Friday, October 17, 1902, at 10 o'clock a. m., or as soon thereafter as counsel may be heard.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

Motion for Judgment against Walter P. Wilkins.

Filed October 15, 1902.

In the Supreme Court of the District of Columbia.

HENRY A. WILLARD, Plaintiff,	}	At Law. No. 45505.
vs.		
HARRISON CROOK ET AL., Defendants.		

Comes now here the plaintiff by his attorneys, Birney and Woodard, and moves the court for judgment against the defendant Walter P. Wilkins, and for cause thereof the plaintiff says that the affidavit of defense filed by the said defendant is insufficient in law, and the matters therein set up do not constitute a legal defense.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

19 Henry E. Davis, Esq., attorney for defendant Walter P. Wilkins.

DEAR SIR: Please take notice that we shall call the above motion for hearing in circuit court No. 1 on Friday, October 17, 1902, at 10 o'clock a. m., or as soon thereafter as counsel may be heard.

BIRNEY & WOODARD,
Attorneys for Plaintiff.

Supreme Court of the District of Columbia.

FRIDAY, *October 31, 1902.*

Session resumed pursuant to adjournment, Chief Justice Bingham presiding.

* * * * *

HENRY A. WILLARD, Plaintiff,	}	At Law. No. 45505.
vs.		
HARRISON CROOK ET AL., Defendants.		

Upon hearing the motions of the plaintiff for judgment against defendants Walter P. Wilkins, Wilkins & Company, and Harrison Crook, it is considered that said motions be, and they hereby are, overruled.

20

Special Appeal.

Filed November 6, 1902.

Court of Appeals of the District of Columbia, October Term, 1902.

No. —.

HENRY A. WILLARD, Petitioner,	}	No. 131, Original Docket. Law, No. 45505.
vs.		
HARRISON CROOK ET AL.		

On consideration of the petition of Henry A. Willard for the allowance of a special appeal from an order of the supreme court of the District of Columbia, entered herein on the 31st day of October, A. D. 1902, it is now here ordered by the court, that said petition be, and the same is hereby allowed.

By the court:

R. H. ALVEY,
Chief Justice.

November 5, 1902.

A true copy.

Test:

[SEAL.] ROBERT WILLETT, *Clerk.*

21

Order for Citation, &c.

Filed November 6, 1902.

In the Supreme Court of the District of Columbia, the 6 Day of November, 1902.

HENRY A. WILLARD	}	At Law. No. 45505.
vs.		
HARRISON CROOK ET AL.		

The clerk of said court will please issue citation to the defendants Harrison Crook, Wilkins & Company and Walter P. Wilkins, on the

special appeal taken, and duly allowed by the Court of Appeals of D. C.

BIRNEY & WOODARD,
Attorney- for Plaintiff.

22 In the Supreme Court of the District of Columbia.

HENRY A. WILLARD	}	At Law. No. 45505.
<i>vs.</i>		
HARRISON CROOK, WILKINS AND COMPANY, a Corporation, and Walter P. Wilkins.		

The President of the United States to Harrison Crook, Wilkins and Company, a corporation, and Walter P. Wilkins, Greeting :

You are hereby cited and admonished to be and appear at a Court of Appeals of the District of Columbia, upon the docketing the cause therein, under and as directed by the rules of said court, pursuant to an appeal (special) allowed by the Court of Appeals of the District of Columbia, on the 5th day of November, 1902, wherein Henry A. Willard, is appellant, and you are appellees, to show cause, if any there be, why the judgment rendered against the said appellant, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Seal Supreme Court of the District of Columbia.	Witness the Honorable Edward F. Bingham, chief justice of the supreme court of the District of Columbia, this 6th day of November in the year of our Lord one thousand nine hundred and two.
---	--

JOHN R. YOUNG, *Clerk.*

Service of the above citation accepted this 10th day of November, 1902, on behalf of appellee Harrison Crook.

STUART McNAMARA,
Att'y for Appellee Crook.

HENRY E. DAVIS,
On behalf of Wilkins & Co. & W. P. Wilkins.

23 *Memorandum.*

November 6, 1902.—Appeal bond filed.

Directions to Clerk for Preparing Record.

Filed November 10, 1902.

Birney & Woodard, attorneys-at-law.

WASHINGTON, D. C., November 8, 1902.

John R. Young, Esq., clerk supreme court, D. C., city.

DEAR MR. YOUNG: In the case of Willard *vs.* Harrison Crook, Wilkins & Co., and Walter P. Wilkins a special appeal has been allowed by the Court of Appeals. Will you please make up the rec-

ord in the case, including therein, declaration, rule to plead, and affidavit of plaintiff, and pleas and affidavits of the three above-named defendants, the motion for judgment, the order overruling the motion and notice to appeal.

I am writing Mr. Davis and Mr. McNamara by this mail and sending them a copy of this letter, so that if they desire any other of the pleas to go into the record they may so indicate to you.

Yours very truly,

HENRY F. WOODARD.

H. F. W., H.

24 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, } ss:
District of Columbia,

I, John R. Young, clerk of the supreme court of the District of Columbia, hereby certify the foregoing pages, numbered from 1 to 23, inclusive, to be a true and correct transcript of the record, as per directions of counsel herein filed, copy of which is made part of this transcript, in cause No. 45505, at law, wherein Henry A. Willard is plaintiff, and Harrison Crook *et al.* are defendants, as the same remains upon the files and of record in said court.

Seal Supreme Court
of the District of
Columbia.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District, this 21st day of November, A. D. 1902.

JOHN R. YOUNG, *Clerk.*

Endorsed on cover: District of Columbia supreme court. No. 1261. Henry A. Willard, appellant, *vs.* Harrison Crook, Wilkins and Company, a corporation, and Walter P. Wilkins. Court of Appeals, District of Columbia. Filed Nov. 25, 1902. Robert Willett, clerk.